

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Abraham Rozman

Plaintiff,

-v.-

Chase Bank USA, N.A.

Defendant.

Case No. 1:17-cv-06077-SJ-SMG

**ANSWER & AFFIRMATIVE  
DEFENSES TO COUNTERCLAIM**

Chase Bank USA, N.A.

Counter Claimant,

-v.-

Abraham Rozman

Counter Defendant.

Now comes Plaintiff-Counter Defendant Abraham Rozman (“Plaintiff” or “Rozman”), by and through his undersigned counsel, and responds to Defendant-Counter Claimant, Chase Bank USA, N.A.’s (“Defendant” or “Chase”) Counterclaims as follows:

### **COUNTERCLAIMS**

1. Plaintiff-Counter Defendant neither admits nor denies the allegation as set forth in ¶1 of the Counterclaim as no documents has been presented in support of this allegation, and leaves Defendant-Counter Claimant to its proofs.

### **PARTIES AND JURISDICTION**

2. Rozman neither admits nor denies the allegation as set forth in ¶2 of the Counterclaim and leaves Chase to its proofs.
3. Rozman admits the allegation as set forth in ¶3 of the Counterclaim.
4. Rozman admits the allegation as set forth in ¶4 of the Counterclaim.
5. Rozman admits the allegation as set forth in ¶5 of the Counterclaim.
6. Rozman admits the allegation as set forth in ¶6 of the Counterclaim.

### **FIRST COUNTERCLAIM FOR RELIEF** **Breach of Contract**

7. Rozman repeats and incorporates the responses to the allegations contained in the preceding paragraphs as if fully set forth herein.
8. Rozman neither admits nor denies the allegation as set forth in ¶8 of the Counterclaim as no documents has been presented in support of this allegation.
9. Rozman denies knowledge or information sufficient to form a belief as to the truth of the allegations in ¶9 of the Counterclaim.
10. To the extent the allegations in ¶10 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶10 of the Counterclaim.

11. To the extent the allegations in ¶11 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶11 of the Counterclaim.

12. To the extent the allegations in ¶12 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶12 of the Counterclaim.

**SECOND COUNTERCLAIM FOR RELIEF**  
**Breach of Contract**

13. Rozman repeats and incorporates the responses to the allegations contained in the preceding paragraphs as if fully set forth herein.

14. Rozman neither admits nor denies the allegation as set forth in ¶14 of the Counterclaim as no documents has been presented in support of this allegation.

15. Rozman denies knowledge or information sufficient to form a belief as to the truth of the allegations in ¶15 of the Counterclaim.

16. To the extent the allegations in ¶16 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶16 of the Counterclaim.

17. To the extent the allegations in ¶17 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶17 of the Counterclaim.

18. To the extent the allegations in ¶18 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶18 of the Counterclaim.

**THIRD COUNTERCLAIM FOR RELIEF**  
**Breach of Contract**

19. Rozman repeats and incorporates the responses to the allegations contained in the preceding paragraphs as if fully set forth herein.
20. Rozman neither admits nor denies the allegation as set forth in ¶20 of the Counterclaim as no documents has been presented in support of this allegation.
21. Rozman denies knowledge or information sufficient to form a belief as to the truth of the allegations in ¶20 of the Counterclaim.
22. To the extent the allegations in ¶22 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶22 of the Counterclaim.
23. To the extent the allegations in ¶23 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶23 of the Counterclaim.
24. To the extent the allegations in ¶24 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶24 of the Counterclaim.

**FOURTH COUNTERCLAIM FOR RELIEF**  
**Breach of Contract**

25. Rozman repeats and incorporates the responses to the allegations contained in the preceding paragraphs as if fully set forth herein.
26. Rozman neither admits nor denies the allegation as set forth in ¶26 of the Counterclaim as no documents has been presented in support of this allegation.

27. Rozman denies knowledge or information sufficient to form a belief as to the truth of the allegations in ¶27 of the Counterclaim.

28. To the extent the allegations in ¶28 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶28 of the Counterclaim.

29. To the extent the allegations in ¶29 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶29 of the Counterclaim.

30. To the extent the allegations in ¶30 of the Counterclaim are conclusions of law, no response is required. Rozman denies knowledge or information sufficient to form a belief as to the truth of all other allegations in ¶30 of the Counterclaim.

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE**

31. Defendant-Counter Claimant Chase has failed to state a claim upon which relief may be granted.

#### **SECOND AFFIRMATIVE DEFENSE**

32. Defendant-Counter Claimant Chase lacks standing to maintain some or all of its claims.

#### **THIRD AFFIRMATIVE DEFENSE**

33. Defendant-Counter Claimant Chase is barred equitable relief by the Doctrine of Equitable Estoppel.

#### **FOURTH AFFIRMATIVE DEFENSE**

34. Defendant-Counter Claimant Chase is barred from the relief sought by the Doctrine of Laches.

**FIFTH AFFIRMATIVE DEFENSE**

35. Defendant-Counter Claimant Chase is barred from the relief sought by the Doctrine of Unclean Hands.

**SIXTH AFFIRMATIVE DEFENSE**

36. Defendant-Counter Claimant Chase is barred from recovery upon this Complaint as same should be deemed frivolous and sanctions should be imposed against Plaintiff for bringing same.

**SEVENTH AFFIRMATIVE DEFENSE**

37. Plaintiff-Counter Defendant Rozman reserves the right to supplement its Affirmative Defenses up to and including the time of trial.

**WHEREFORE**, Plaintiff-Counter Defendant Abraham Rozman respectfully requests that the Court dismiss the Counterclaim in its entirety, deny any and all requests for judgment against Plaintiff-Counter Defendant Abraham Rozman as stated in Counts One through Four of the Counterclaim, and award counsel fees and costs and other equitable relief this Court deems appropriate.

Respectfully Submitted,  
**RC Law Group PLLC**

Dated: January 25, 2018

By: /s/ Daniel Kohn  
Daniel Kohn

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Abraham Rozman*